

UNIVERSITY FOR DEVELOPMENT STUDIES



MINISTRY OF EDUCATION

CONTRACT DOCUMENT

FOR

SUPPLY OF 1NO. 30-SEATER BUS (NR/UDS/GD/115/2020)

Client:

University for Development Studies
P.O. Box 1350
Tamale, N/R

DECEMBER, 2020

UNIVERSITY FOR DEVELOPMENT STUDIES

Tel: 0372093659/0372022078/0372026634
Fax: 03720-22080
Website: www.uds.edu.gh
Email: vc@uds.edu.gh

P. O. Box 1350
Tamale, Ghana



NR/UDS/GD/115/2020

Our Ref:

Your Ref:

OFFICE OF THE VICE-CHANCELLOR

Date: 18th November, 2020

The Managing Director
Vesterline Company Limited
P.O. Box 55
Accra

Dear Sir,

NOTIFICATION OF AWARD

This is to notify you that your Tender dated 16th October, 2020 for execution of the contract for the Supply of 1No. 30- seater bus (Contract No: NR/UDS/GD/115/2020), in the amount of Five Hundred and Twelve Thousand Ghana Cedis (GHs 512,000.00) as corrected in accordance with the Instructions to Tenderers for delivery within Thirty (30) days is hereby accepted.

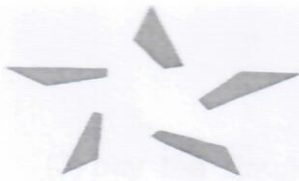
This Notification of Award will constitute the formation of contract. However, until and unless you furnish the Performance Security of Fifty One Thousand, Two Hundred Ghana Cedis (GHs 51,200.00) and send it to us within fourteen (14) Days you receive this Notification of Award, the contract shall not be deemed active. You are hereby instructed to proceed with the fulfillment of performance security and signing of contract within fourteen (14) days of the receipt of this letter. Failure to comply with the fulfillment of performance security and signing of contract within the time will constitute failure of formation of contract and forfeiture of Tender Security.

You are hereby instructed to proceed with the necessary action for the execution of the said procurement in accordance with the Tender and Contract documents.

Authorized Signature.....
Name and Title of Signatory: Prof. Gabriel A. Teye (Vice-Chancellor)

Name of Agency: University for Development Studies
Address for Correspondence: Post Office Box 1350
Tamale, N/R
Tel: 071-22078/26633/4

- cc:
- The Pro Vice Chancellor, UDS
 - The Registrar, UDS
 - The Director, WPD, UDS
 - The Director of Finance, UDS
 - The Secretary, Tender Committee, UDS
 - The Director of Internal Audit, UDS
 - The Director of Procurement, UDS
 - The Director, WACWISA
 - The Ag. Transport Officer, UDS
 - The Head of Stores, UDS



Star Assurance

PERFORMANCE BOND

POLICY NO.: SAC-7000-20-0000973-P

By this Bond, **MESSRS. VESTERLINE COMPANY LIMITED, P. O. BOX DS 1211, DANSOMAN ESTATE, ACCRA** as Principal (hereinafter called "the Contractor") and **STAR ASSURANCE COMPANY LTD, P. O. BOX 7532, ACCRA-NORTH** as Surety (hereinafter called "the Surety"), are held and firmly bound unto **UNIVERSITY FOR DEVELOPMENT STUDIES, P. O. BOX 1350, TAMALE** as Obligee (hereinafter called "the Employer") in the amount of **FIFTY-ONE THOUSAND, TWO HUNDRED GHANA CEDIS ONLY (GH¢ 51,200.00)** for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Contractor has entered into a Contract with the Employer for the **SUPPLY OF 1NO. 30-SEATER BUS (CONTRACT NO. NR/UDS/GD/115/2020)** in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as "the Contract".

Now, therefore, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void, otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Tender or Tenders from qualified Tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderer, arrange for a Contract between such Tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph thereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or

(3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified amount of this Bond.

Any suit under this Bond must be instituted within **THIRTY (30) DAYS** after the expiration of the Bond

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

This Bond shall be governed by the laws of Ghana.

In testimony whereof, the Contractor has hereunto set its hand and affixed its seal and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representatives.

THIS BOND PERIOD IS 27TH NOVEMBER, 2020 TO 26TH DECEMBER, 2020.

DATED: 26TH NOVEMBER, 2020

Signed, sealed for and on behalf of:
M/S. VESTERLINE COMPANY LIMITED
DANSOMANESTATE
ACCRA GHANA

MANAGING DIRECTOR
WITNESS:

[Signature]
[Signature]

Signed, sealed for and on behalf of:
STAR ASSURANCE COMPANY LTD.

HEAD, SUAME - KUMASI
WITNESS:

[Signature]
[Signature]

Contract Form

THIS AGREEMENT made the 9th day of December, 2020, between **University for Development Studies (UDS) – Tamale** of Ghana (hereinafter called “the Purchaser”) of the one part and **Vesterline Company Limited, P. O. Box 55, Accra** of Ghana (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited Tenders for certain goods and ancillary services, viz. **Supply of 1No. 30-Seater Bus** and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of **Five Hundred and Twelve Thousand Ghana Cedis (GHs 512,000.00)** (hereafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the Tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Purchaser’s Notification of Award; and
 - (g) Contract Data Sheet
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Purchaser

Name: **Prof. Gabriel Teye**

Signature: 

Designation: **Vice-Chancellor**

Seal:  **VICE CHANCELLOR**
University for Development Studies
P. O. Box TL 1350,
Tamale.

Date: **09-12-2020**

Witnessed By:

Name: **Ing. Samuel B. Abiko**

Signature: 

Designation: **Director, WPD**

Date: **09/12/2020**

Director
Works & Physical Development
University For Dev, Studies
P O Box 1350 Tamale

On behalf of the Supplier

Name: **Evans Pbeny**

Signature: 


Designation: **Administrative officer**

Seal:  **VESTERLINE COMPANY LTD.**
P.O. BOX DS 1211
DANBOMAN-ESTATE
ABERA HARANA

Date: **18/01/21**

Witnessed by:

Name: **Albert Kajo Boalaye**

Signature: 

Designation: **Secretary**

Date: **18/01/21**